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Dated: November 23, 2020

Respectfully submitted,

**SCHEEF & STONE, L.L.P.**

By: /s/ Peter Lewis  
Peter Lewis  
Texas State Bar No.12302100  
Peter.lewis@solidcounsel.com

500 N. Akard Street, Suite 2700  
Dallas, Texas 75201  
(214) 706-4200 – Telephone  
(214) 706-4242 – Telecopier

**ATTORNEY FOR RECEIVER  
KELLY M. CRAWFORD**

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that on November 23, 2020, I electronically filed the foregoing document with the clerk of the U.S. District Court, Eastern District of Texas, using the electronic case filing system of the court. The electronic case filing system sent a “Notice of Electronic Filing” to the attorneys of record.

/s/ Peter Lewis  
**PETER LEWIS**

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION

U.S. COMMODITY FUTURES TRADING  
COMMISSION, *et al.*

Plaintiffs,

v.

TMTE, INC. a/Ida METALS.COM, CHASE  
METALS, INC., CHASE METALS, LLC,  
BARRICK CAPITAL, INC., LUCAS THOMAS  
ERB a/Ida LUCAS ASHER a/Ida LUKE ASHER,  
and SIMON BATASHVILI,

Defendants,

TOWER EQUITY, LLC,

Relief Defendant.

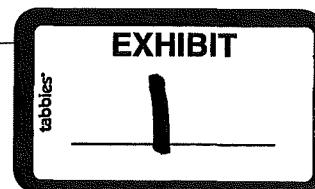
CIVIL ACTION NO.  
3:20-CV-2910-L

**DECLARATION OF RECEIVER KELLY M. CRAWFORD**

My name is Kelly M. Crawford, I am over 18 years of age, have never been convicted of any crime involving moral turpitude and I am fully competent to make this Declaration.

1. I am the Receiver appointed by this Court by an *Order Granting Plaintiffs' Emergency Ex Parte Motion for Statutory Restraining Order, Appointment of Receiver, and Other Equitable Relief (the "SRO")* entered on September 22, 2020 in the case styled above and I have personal knowledge of each of the facts stated below.

2. On September 26, 2020, I served a copy of the SRO upon an adult male who resided with Defendant Lucas Asher. The service of the SRO was made at Mr. Asher's residence. A return of service was filed with the Court on September 29, 2020 as Docket No. 126.



3. On Monday, September 28, 2020 I received a copy of an email from Lucas Asher as asher@towerequity.com to a car dealer seeking to sell Asher's Ferrari. A true and correct copy of the email I received is attached hereto as **Exhibit A**.

4. In response to receiving evidence that Defendant Asher was seeking to sell assets that were frozen by the SRO, I immediately sent an email to Mr. Asher at asher@towequity.com attaching a copy of the SRO, informing him of the evidence I obtained of his attempt to sell assets subject to the SRO, and demanding that he "immediately cease and desist from violating and ignoring the terms of Judge Lindsay's Order." A true and correct copy of the email I sent to Mr. Asher, without the attachments, is attached hereto as **Exhibit B**.

5. On the evening of September 28, 2020, and in my response to my email to Mr. Asher, Mr. Asher left me a voicemail message. A true and correct transcript of Mr. Asher's voicemail message is attached hereto as **Exhibit C**.

6. Based upon my personal service of the SRO at Mr. Asher's residence, my email to Mr. Asher enclosing the SRO, and Mr. Asher's voicemail message to me of September 28, 2020 admitting his awareness of the SRO, Mr. Asher was aware of and knew of the terms of the SRO.

7. As Receiver I receive mail directed to the Defendants and Relief Defendant and the entities they own or control. Accordingly, I received a letter from Bank of America to Lucas Asher dated October 5, 2020 regarding a deposit of \$1,200,000 on September 14 and 15 into a bank account controlled by Defendant Asher in the name of USA Accounts, Inc. A true and correct copy of the letter from Bank of America to Mr. Asher dated October 5, 2020 is attached hereto as **Exhibit D**.

8. Upon receipt of the letter from Bank of America to Mr. Asher, I contacted Bank of America and pursuant to my request Bank of America sent to me a copy of the bank statement for

the USA Accounts, Inc. account in September, 2020. A true and correct copy of the Bank of America bank statement for the USA Accounts, Inc. is attached hereto as **Exhibit E**. As shown by the bank statement, the USA Accounts, Inc. account is owned by Lucas Asher, and Lucas Asher was the sole signatory of all checks drawn on the account. The bank statement indicates that on September 29, 2020, several days *after* entry of the SRO that Defendant Lucas admitted he was aware of, \$550,000 was transferred from the account controlled by Defendant Lucas. I confirmed with Bank of America that as a result of the transfers from the account on September 29, 2020, the balance remaining in the USA Accounts, Inc. is only \$46,095.48.

9. On November 19, 2020, I, along with attorneys representing the U.S. Commodity Futures Trading Commission, had a telephonic meet and confer with Arnold Spencer, attorney for Defendant Asher. I relayed the general information contained in this Declaration to Mr. Spencer, and made demand upon Defendant Asher to turn over to the receivership by noon on Monday, November 23, 2020 the \$550,000 transferred in violation of the SRO. I informed Mr. Spencer that if the money was not returned, I would file with the Court a show cause motion seeking a hearing at which Mr. Lucas would be directed to appear before the Court and show cause as to why he should not be held in civil contempt of court for violating the SRO. Following the telephonic meet and confer with Mr. Spencer, I electronically mailed to Mr. Spencer a copy of the Bank of America bank statement showing the transfer of funds. A true and correct copy of my email to Mr. Spencer on November 19, 2020 is attached hereto as **Exhibit F**.

10. On November 5, 2020, I took an asset deposition of Mr. Lucas. A true and correct copy of excerpts from the transcript of that deposition is attached hereto as **Exhibit G**.

11. On November 20, 2020, I received an email from Arnold Spencer, attorney for Mr. Asher, reciting Mr. Asher's explanation for transferring the monies out of the Bank of America

account after the *SRO* was entered. A true and correct copy of Mr. Spencer's email and attachments is attached hereto, as **Exhibit H.**

12. Attached hereto as **Exhibit I** is a true and correct certification from the Delaware Secretary of State showing Lucas Asher as the incorporator of USA Accounts, Inc. As Receiver I took possession of the corporate books for USA Accounts, Inc. Attached hereto as **Exhibit J** is a copy of the Stock Certificate for USA Accounts, Inc., Share 1, which is still in my possession. There is no evidence in the Stock Certificates in my possession of any Stock Certificates ever being issued or delivered to Athena Hunter or her entity TPH Boss, Inc. Moreover, the transfer ledger in my possession does not reflect the transfer of any ownership of shares in USA Accounts, Inc. Attached hereto as **Exhibit K** is a copy of the blank transfer ledger for USA Accounts, Inc.

13. Athena Hunter was at all relevant times an employee of the Defendants or entities owned or controlled by the Defendants. She was listed in the employee census for First American Estate and Trust, LLC, a corporate entity Defendant Simon Batashvili admits to owning. Attached hereto as **Exhibit L** is an excerpt from the employee census provided by Tri-Net (the payroll administrator) showing Athena Hunter as an employee of FAET.

14. According to my investigation Athena Hunter was one of the top paid salespersons for the Defendants. She received commission from the sale of metals to elderly investors. Attached hereto as **Exhibit M** is a true and correct email from an investor who lost money with the Defendants and identified Athena Hunter as her contact with metals.com. Indeed, Ms. Hunter is a named Respondent along with some of the Defendants in a regulatory action pending in Alaska brought by the Alaska Administrator of Securities. Attached hereto as **Exhibit N** is a true and correct copy of a pleading from such regulatory action against Ms. Hunter. Ms. Hunter received commissions both in her own name and in the name of her entity TPH Boss Inc. that was formed on February 3, 200. Attached hereto as **Exhibit O** is a true and correct copy of information from the Delaware Department of State Division of Corporations website

regarding the incorporation of TPH Boss Inc.

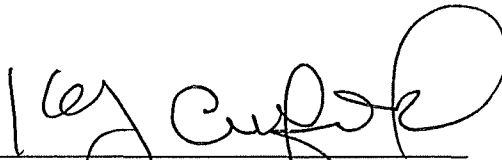
15. The Voice, Inc. is a Wyoming corporation owned by Randall Kohn, another one of the top paid salespersons for the Defendants, according to my investigation. Mr. Kohn created The Voice, Inc. for the purpose of receiving commissions from the Defendants. At all relevant times Mr. Kohn was an employee of the Defendants or the entities they controlled (specifically, FAET), and was designated at the “platinum” level because of his success in selling coins for the Defendants. *See Exhibit J.*

16. USA Marketing, Inc., at all relevant times, was an entity owned and controlled by Defendant Lucas Asher. Attached hereto as Exhibit P is a true and correct email from Graham Norris of the Norris Law Group in which he identifies certain entities he set up for Defendant Asher, which includes USA Marketing, Inc.

17. Each of the exhibits attached hereto are duplicates of the records in my possession and custody as Receiver. The records were made at or near the time of the occurrence of the matters set forth in the records. The records were maintained by me in the course of my regularly conducted activity as Receiver, and the records were made by the regularly conducted activity as a regular practice.

18. I declare under penalty of perjury that the foregoing is true and correct and is within my personal knowledge.

Dated: November 23, 2020

  
\_\_\_\_\_  
KELLY M. CRAWFORD  
RECEIVER





## Kelly Crawford

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**From:** Keith D. Kassan <keith@kassanlaw.com>  
**Sent:** Monday, September 28, 2020 2:55 PM  
**To:** Peter Lewis; Kelly Crawford  
**Subject:** Lucas Asher | Ferrari 488 Spider

see below:

**From:** Lucas Asher <asher@towerequity.com>  
**Subject: Re: 488**  
**Date:** September 28, 2020 at 12:37:44 PM PDT  
**To:** donny gath <donny@ilusso.com>

Thanks Donny,  
Would you be comfortable closing at 219k?

Also do you want the ceramic brixton forger rims with it and the factory Ferrari rims?

Thanks

\*Sent from cell\*

**Lucas Asher**

*The information contained in this e-mail is confidential, may be privileged and is intended solely for the use of the intended recipient. If the reader of this message is not an intended recipient, then you are hereby notified that any review, use, dissemination, forwarding or copying of this message is strictly prohibited. Please notify and delete the original message and all attachments from your system.*

On Sep 28, 2020, at 11:23 AM, donny gath <donny@ilusso.com> wrote:

Its worth 215, let me know if you want to sell it  
Donny Gath  
[donny@ilusso.com](mailto:donny@ilusso.com)  
[www.hitfigure.com](http://www.hitfigure.com)  
[www.ilusso.com](http://www.ilusso.com)  
[www.paganinewportbeach.com](http://www.paganinewportbeach.com)  
[www.paganibeverlyhills.com](http://www.paganibeverlyhills.com)

<PastedGraphic-2.tiff>

On Sep 28, 2020, at 8:08 AM, Lucas Asher <asher@towerequity.com>  
wrote:



**APP000010**

I bought it from your inventory.

It's a 2017 488 spider. Ferrari Beverly Hills serviced three car a week ago and I have full inspection/service from Ferrari.

\*Sent from cell\*

**Lucas Asher**

*The information contained in this e-mail is confidential, may be privileged and is intended solely for the use of the intended recipient. If the reader of this message is not an intended recipient, then you are hereby notified that any review, use, dissemination, forwarding or copying of this message is strictly prohibited. Please notify and delete the original message and all attachments from your system.*

On Sep 28, 2020, at 7:45 AM, donny gath  
<[donny@ilusso.com](mailto:donny@ilusso.com)> wrote:

What year is it

Sent from my iPhone

On Sep 28, 2020, at 7:23 AM, donny  
gath <[donny@ilusso.com](mailto:donny@ilusso.com)> wrote:

Please send me a picture of the car, vin  
and miles

Sent from my iPhone

On Sep 28, 2020, at  
7:22 AM, Lucas Asher  
<[asher@towerequity.com](mailto:asher@towerequity.com)> wrote:

Attached is a photo of  
how great the car looks  
with Brixton Forged and  
Novitec upgrades  
11,990 miles.

<Screen Shot 2020-09-  
28 at 7.21.02 AM.png>

On Mon, Sep 28, 2020  
at 7:10 AM Lucas Asher  
<[asher@towerequity.com](mailto:asher@towerequity.com)> wrote:

Good morning Donny,

I am leaving town for  
business and  
interested in selling  
back my 488 I bought  
from you. Perfect  
condition. Brixton  
Forged ceramic wheels  
and novitec rear  
spoiler (about 20k in  
extras) Will be open to  
a fast offer if you're  
interested.

Best,

Lucas 310-866-6213

On Wed, Apr 24, 2019  
at 1:32 PM donny gath  
<[donny@ilusso.com](mailto:donny@ilusso.com)>  
wrote:

Hi Lucas,  
Thank you for  
calling, I agree to  
your offer of 270 on  
my 2017 488 spider

Regards,  
Donny Gath

Sent from my iPhone

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Lucas Asher  
FOUNDER  
p: 877-505-7366

f: 888-546-7568

Fax: 747.204.5931

a: 8383 Wilshire Blvd, Beverly Hills, CA 90211

w: [TowerEquity.Com](http://TowerEquity.Com) e: [Asher@TowerEquity.Com](mailto:Asher@TowerEquity.Com)

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COMMUNICATION

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error, please  
immediately notify us  
by reply e-mail to the  
sender. You must  
destroy the original  
transmission and its  
contents. You will be*

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reasonable costs  
incurred in notifying us.  
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accounting, tax or  
investment advice.*

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**Lucas Asher**

*FOUNDER*

p: 877-505-7366

f: 888-546-7568

Fax: 747.204.5931

a: 8383 Wilshire Blvd, Beverly Hills, CA 90211

w: [TowerEquity.Com](http://TowerEquity.Com) e: [Asher@TowerEquity.Com](mailto:Asher@TowerEquity.Com)

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## Kelly Crawford

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**From:** Kelly Crawford  
**Sent:** Monday, September 28, 2020 3:39 PM  
**To:** asher@towerequity.com  
**Subject:** FW: SRO order  
**Attachments:** 3-20-cv-2910 Ex Parte Order.pdf; Complaint.pdf

Mr. Asher,

I am the Receiver appointed by the United States District Court for the Northern District of Texas pursuant to the attached Order. A copy of the Complaint and Order are included in the box of pleadings that were left at your residence yesterday with your friend John Schaer, who is staying at your residence. As set forth in the Order all of your assets are in receivership and you have no authority to use, transfer, sell, hide, or dispose of any assets. It has come to my attention you are trying to sell certain assets. Please be advised that your actions violate the Order and demand is hereby made upon you to immediately cease and desist from violating and ignoring the terms of Judge Lindsay's Order. Your failure to comply with Judge Lindsay's Order is an act of contempt of court. If you continue to violate and ignore the terms of Judge Lindsay's Order I will request the Court to hold you in contempt of court.

Demand is further made upon you to immediately turn over to me the key fob to the Ferrari. If you fail to immediately turn over the key fob you will be violating the Order and I will request the Court to hold you in contempt of court.

**Kelly Crawford** PARTNER

**Scheef & Stone, LLP**

[www.solidcounsel.com](http://www.solidcounsel.com) | 214.706.4213

Office: 214.706.4200 | Fax: 214.706.4242

500 North Akard Street, Suite 2700, Dallas, TX 75201



**SCHEEF & STONE**  
SOLID COUNSEL

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**Note:** Please be advised that Scheef & Stone, LLP reserves the right to record telephone conversations involving its employees or attorneys. If you do not wish to be recorded, please limit your communications with Scheef & Stone, LLP to regular mail, faxes, and/or electronic mail.



**APP000016**



Transcript:

Voice Message Arrived on Monday, Sept 28 @ 7:46 PM

Name: BURBANK BUR, CA

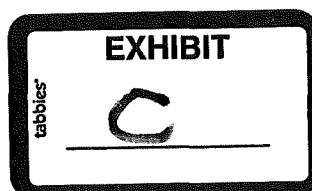
Number: 747-400-6825

Duration: 1m 18s

Hi good evening Counsel Crawford

My name is Lucas Asher and I was approached by a consultant a non-employee consultant of mine who monitors IT and he had told me that you had wrote to an inbox that I don't check. I do not check any inboxes that you might have written because I have not received an email from you. I have a consultant with IT who informed me of the matter. The consultant further informed me that there was an allegation of not respecting the Honorable Judge Lindsey's Order. I deny that accusation. I'm in full compliance with the Honorable Judge Lindsey's order. And I will continue to be in full compliance. So if you could please reach out to my counsel with any instructions I would appreciate it because I am seeking to comply fully with the Honorable Judge Lindsey's order and my counsel will take any instructions you have to that end.

I thank you very much for your time and I hope you have a nice evening.



**APP000017**

**Bank of America**



October 5, 2020

USA ACCOUNTS INC  
Lucas Asher  
8383 WILSHIRE BLVD STE 742  
BEVERLY HILLS CA 90211-2442

Regarding account number ending in: 24444  
Regarding claim number: 02OCT2020-854830

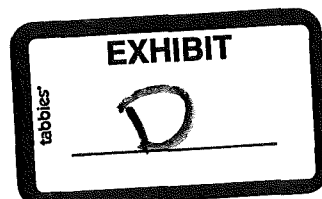
Lucas Asher

On September 14, & 15, 2020, \$1,200,000.00 was deposited into the above account from 2444. We've received a claim indicating that the transaction is unauthorized.

As a result of this claim, we've placed a \$1,200,000.00 freeze on your account until our investigation is complete.

**We're here to help**

We appreciate the opportunity to serve your financial needs. If you have questions, please call us at 800.317.6345, Monday through Friday, 8 a.m. to 8 p.m. Eastern.



**APP000018**



P.O. Box 15284  
Wilmington, DE 19850

USA ACCOUNTS, INC  
8383 WILSHIRE BLVD STE 742  
BEVERLY HILLS, CA 90211-2442

## Business Advantage

### Customer service information

1.888.BUSINESS (1.888.287.4637)

bankofamerica.com

Bank of America, N.A.  
P.O. Box 25118  
Tampa, FL 33622-5118



Please see the **Important Messages - Please Read** section of your statement for important details that could impact you.

## Your Business Advantage Checking

for September 1, 2020 to September 30, 2020

USA ACCOUNTS, INC

Account number: [REDACTED] 2444

### Account summary

Beginning balance on September 1, 2020	\$144,988.00
Deposits and other credits	1,910,370.00
Withdrawals and other debits	-870,000.00
Checks	-1,139,238.52
Service fees	-24.00
<b>Ending balance on September 30, 2020</b>	<b>\$46,095.48</b>

# of deposits/credits: 12

# of withdrawals/debits: 12

# of items-previous cycle<sup>1</sup>: 4

# of days in cycle: 30

Average ledger balance: \$544,355.58

<sup>1</sup>Includes checks paid, deposited items & other debits

### BUSINESS ADVANTAGE

When you're looking forward,  
you've got Bank of America by your side.

In October, National Women's Small Business Month recognizes the contributions of more than 12 million women entrepreneurs. To read articles by experts and learn about our commitment to women business owners, visit [bankofamerica.com/SBwomen](https://bankofamerica.com/SBwomen).

SSM-04-20-0384 B | 3057469



## IMPORTANT INFORMATION: BANK DEPOSIT ACCOUNTS

**How to Contact Us** - You may call us at the telephone number listed on the front of this statement.

**Updating your contact information** - We encourage you to keep your contact information up-to-date. This includes address, email and phone number. If your information has changed, the easiest way to update it is by visiting the Help & Support tab of Online Banking.

**Deposit agreement** - When you opened your account, you received a deposit agreement and fee schedule and agreed that your account would be governed by the terms of these documents, as we may amend them from time to time. These documents are part of the contract for your deposit account and govern all transactions relating to your account, including all deposits and withdrawals. Copies of both the deposit agreement and fee schedule which contain the current version of the terms and conditions of your account relationship may be obtained at our financial centers.

**Electronic transfers:** In case of errors or questions about your electronic transfers - If you think your statement or receipt is wrong or you need more information about an electronic transfer (e.g., ATM transactions, direct deposits or withdrawals, point-of-sale transactions) on the statement or receipt, telephone or write us at the address and number listed on the front of this statement as soon as you can. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

- Tell us your name and account number.
- Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

For consumer accounts used primarily for personal, family or household purposes, we will investigate your complaint and will correct any error promptly. If we take more than 10 business days (10 calendar days if you are a Massachusetts customer) (20 business days if you are a new customer, for electronic transfers occurring during the first 30 days after the first deposit is made to your account) to do this, we will provisionally credit your account for the amount you think is in error, so that you will have use of the money during the time it will take to complete our investigation.

For other accounts, we investigate, and if we find we have made an error, we credit your account at the conclusion of our investigation.

**Reporting other problems** - You must examine your statement carefully and promptly. You are in the best position to discover errors and unauthorized transactions on your account. If you fail to notify us in writing of suspected problems or an unauthorized transaction within the time period specified in the deposit agreement (which periods are no more than 60 days after we make the statement available to you and in some cases are 30 days or less), we are not liable to you and you agree to not make a claim against us, for the problems or unauthorized transactions.

**Direct deposits** - If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you may call us to find out if the deposit was made as scheduled. You may also review your activity online or visit a financial center for information.

© 2020 Bank of America Corporation

Bank of America, N.A. Member FDIC and  Equal Housing Lender

APP000020

## Your checking account

**BANK OF AMERICA**

USA ACCOUNTS, INC | Account [REDACTED] 444 | September 1, 2020 to September 30, 2020

## Deposits and other credits

Date	Description	Amount
09/01/20	Counter Credit	60,000.00
09/02/20	Counter Credit	50,000.00
09/04/20	WIRE TYPE:WIRE IN DATE: 200904 TIME:1301 [REDACTED] 1 SND BK:WELL S SEQ:2020090400084255/375284 ORIG:R WAYNE LOEKLE [REDACTED] FARGO BANK NA [REDACTED] TN NICK WATSON PURCHASE FOR ROBERT WAYNE LOEKLE AN	50,000.00
09/08/20	Counter Credit	40,000.00
09/08/20	WIRE TYPE:WIRE IN DATE: 200908 TIME:1729 ET [REDACTED] [REDACTED] ORIG:MICHAEL & ROBIN MADSEN [REDACTED] 1 SND BK:UNITE D BANKERS BANK [REDACTED]	20,170.00
09/09/20	Counter Credit	300,000.00
09/11/20	Counter Credit	20,000.00
09/14/20	Counter Credit	950,000.00
09/15/20	Counter Credit	330,000.00
09/15/20	WIRE TYPE:WIRE IN DATE: 200915 TIME:1240 ET [REDACTED] [REDACTED] 9 ORIG:GERALD FEENSTRA I [REDACTED] BK:FIFTH TH IRD BANK, NATIONAL AC [REDACTED] ID:091001322	10,200.00
09/17/20	WIRE TYPE:WIRE IN DATE: 200917 TIME:1454 ET [REDACTED] [REDACTED] ORIG:ROBIN MADSON ID:9300001300 SND BK:UNITED BANK ERS BANK ID:091001322	30,000.00
09/18/20	Counter Credit	50,000.00
Total deposits and other credits		\$1,910,370.00

## Withdrawals and other debits

Date	Description	Amount
09/08/20	RETURN ITEM CHARGEBACK	-20,000.00
09/10/20	RETURN ITEM CHARGEBACK	-300,000.00

continued on the next page

## BANK OF AMERICA BUSINESS ADVANTAGE

## What's on your mind?

Business owners like you can join the Bank of America<sup>®</sup> Advisory Panel to help us understand what you like and don't like. Enter code **SBDD** at [bankofamerica.com/AdvisoryPanel](https://bankofamerica.com/AdvisoryPanel) to learn more and join.

Inclusion on the Advisory Panel subject to qualifications.

SSM-09-19-0761.D1 | ARG5T4RM

APP000021

USA ACCOUNTS, INC | Account # [REDACTED] 2444 | September 1, 2020 to September 30, 2020

**Withdrawals and other debits - continued**

Date	Description	Amount
09/29/20	CA TLR transfer to CHK 3464 Banking Ctr BEVERLY SAN VICENTE [REDACTED] CA Confirmation# [REDACTED]	-300,000.00
09/29/20	WIRE TYPE:WIRE OUT DATE:200929 TIME:1339 ET TRN [REDACTED] SERVICE REF:011 [REDACTED] BNF:THE VOICE, INC [REDACTED] BK:PACIFIC PR EMIER BANK [REDACTED] PMT DET:ZGPBUZ36Q Services	-250,000.00
<b>Total withdrawals and other debits</b>		<b>-\$870,000.00</b>

**Checks**

Date	Check #	Amount	Date	Check #	Amount
09/08/20	991	-68,094.22	09/14/20	998	-3,897.25
09/14/20	996*	-70,020.66	09/15/20	999	-3,780.00
09/15/20	997	-2,499.93	09/18/20	1000	-990,946.46
<b>Total checks</b>					<b>-\$1,139,238.52</b>
<b>Total # of checks</b>					<b>6</b>

\* There is a gap in sequential check numbers

**Service fees**

The Monthly Fee on your Business Advantage Checking account was waived for the statement period ending 08/31/20. A check mark below indicates the requirement(s) you have met to qualify for the Monthly Fee waiver on the account.

- ☐ \$2,500+ in new net purchases on a linked Business credit card
- ☒ \$15,000+ average monthly balance in primary checking account
- ☒ \$35,000+ combined average monthly balance in linked business accounts
- ☐ active use of Bank of America Merchant Services
- ☐ active use of Payroll Services
- ☐ enrolled in Business Advantage Relationship Rewards

For information on how to open a new product, link an existing service to your account, or about Business Advantage Relationship Rewards please call 1.888.BUSINESS or visit bankofamerica.com/smallbusiness.

Date	Transaction description	Amount
09/08/20	RETURNED ITEM CHARGEBACK FEE	-12.00
09/10/20	RETURNED ITEM CHARGEBACK FEE	-12.00
<b>Total service fees</b>		<b>-\$24.00</b>

Note your Ending Balance already reflects the subtraction of Service Fees.

**BANK OF AMERICA****Your checking account**

USA ACCOUNTS, INC | Account # 2281-2444 | September 1, 2020 to September 30, 2020

**Daily ledger balances**

Date	Balance (\$)	Date	Balance(\$)	Date	Balance (\$)
09/01	204,988.00	09/09	577,051.78	09/15	1,507,041.94
09/02	254,988.00	09/10	277,039.78	09/17	1,537,041.94
09/04	304,988.00	09/11	297,039.78	09/18	596,095.48
09/08	277,051.78	09/14	1,173,121.87	09/29	46,095.48

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**BANK OF AMERICA**

USA ACCOUNTS, INC | Account # [REDACTED] 2444 | September 1, 2020 to September 30, 2020

**Check images****Account number: 3251 2494 2444**

Check number: 991 | Amount: \$68,094.22

Check number: 996 | Amount: \$70,020.66

DATE 9/4/2020

PAY TO THE ORDER OF EUGENE FOEEL \$ 68,094.22

SIXTY EIGHT THOUSAND AND NINETY FOUR 22/100 DOLLARS

Bank of America

FOR [Signature]

\*000991\* 1210003584 325124942444

DATE 9-11-2020

PAY TO THE ORDER OF EUGENE FOEEL \$ 70,020.66

SEVENTY THOUSAND AND TWENTY 66/100 DOLLARS

Bank of America

FOR [Signature]

\*000996\* 1210003584 325124942444

Check number: 997 | Amount: \$2,499.93

Check number: 998 | Amount: \$3,897.25

DATE 9/11/2020

PAY TO THE ORDER OF THE VOICE \$ 2,499.93

TWO THOUSAND FOUR HUNDRED 93/100 DOLLARS

Bank of America

FOR [Signature]

\*000997\* 1210003584 325124942444

DATE 9-11-2020

PAY TO THE ORDER OF METABOL INC. \$ 3,897.25

THREE THOUSAND EIGHT HUNDRED NINETY SEVEN 25/100 DOLLARS

Bank of America

FOR [Signature]

\*000998\* 1210003584 325124942444

Check number: 999 | Amount: \$3,780.00

Check number: 1000 | Amount: \$990,946.46

DATE 9/11/2020

PAY TO THE ORDER OF Ponatrap Inc. \$ 3,780.00

THREE THOUSAND SEVEN HUNDRED EIGHTY 00/100 DOLLARS

Bank of America

FOR [Signature]

\*000999\* 1210003584 325124942444

DATE 9/18/2020

PAY TO THE ORDER OF DE WHOLESALE INC. \$ 990,946.46

NINE HUNDRED NINETY THOUSAND NINE HUNDRED FORTY SIX 46/100 DOLLARS

Bank of America

FOR INVOICE PAYMENT [Signature]

\*001000\* 1210003584 325124942444

## **Important Messages - Please Read**

We want to make sure you stay up-to-date on changes, reminders, and other important details that could impact you.

Our Deposit Agreement and Disclosures were updated to include recordkeeping requirements for Federal Deposit Insurance Corporation (FDIC) insurance coverage. These requirements apply to deposit accounts opened on behalf of beneficial owners (for example, as a trustee).

For more details, please review the "Special Provisions for Pass-Through Accounts" section of our Deposit Agreement at [bankofamerica.com/depositagreement](https://bankofamerica.com/depositagreement).

---

## Kelly Crawford

---

**From:** Kelly Crawford  
**Sent:** Thursday, November 19, 2020 4:26 PM  
**To:** Arnold Spencer  
**Cc:** rfoelber@CFTC.gov; JBuffa@CFTC.gov; Peter Lewis  
**Subject:** Lucas Asher Contempt of the SRO  
**Attachments:** 20201119162700880.pdf

Arnold,

As a follow up to our meet and confer this afternoon, attached is a copy of the Bank of America statement for the USA Accounts, Inc. account controlled by Mr. Asher, which shows the two transfers on September 29, 2020 of \$550,000. That sum needs to be turned over to the receivership by noon on Monday or I will proceed with filing an Emergency Motion for Show Cause Order against Mr. Asher. I will ask the Court to order Mr. Asher to personally appear before the Court and show cause as to why he should not be held in civil contempt and incarcerated until such time as he returns the monies. Thanks,

**Kelly Crawford** PARTNER

**Scheef & Stone, LLP**

[www.solidcounsel.com](http://www.solidcounsel.com) | 214.706.4213

Office: 214.706.4200 | Fax: 214.706.4242

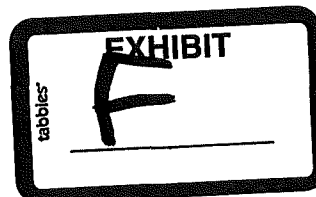
500 North Akard Street, Suite 2700, Dallas, TX 75201



**SCHEEF & STONE**  
SOLID COUNSEL

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P.O. Box 15284  
Wilmington, DE 19850

USA ACCOUNTS, INC  
8383 WILSHIRE BLVD STE 742  
BEVERLY HILLS, CA 90211-2442

## Business Advantage

### Customer service information

☎ 1.888.BUSINESS (1.888.287.4637)

📧 bankofamerica.com

✉ Bank of America, N.A.  
P.O. Box 25118  
Tampa, FL 33622-5118



Please see the **Important Messages - Please Read** section of your statement for important details that could impact you.

## Your Business Advantage Checking

for September 1, 2020 to September 30, 2020

USA ACCOUNTS, INC

Account number: [REDACTED] 2444

### Account summary

Beginning balance on September 1, 2020	\$144,988.00
Deposits and other credits	1,910,370.00
Withdrawals and other debits	-870,000.00
Checks	-1,139,238.52
Service fees	-24.00
<b>Ending balance on September 30, 2020</b>	<b>\$46,095.48</b>

# of deposits/credits: 12

# of withdrawals/debits: 12

# of Items-previous cycle<sup>1</sup>: 4

# of days in cycle: 30

Average ledger balance: \$544,355.58

<sup>1</sup>Includes checks paid, deposited items & other debits

#### BUSINESS ADVANTAGE

When you're looking forward,  
you've got Bank of America by your side.

In October, National Women's Small Business Month recognizes the contributions of more than 12 million women entrepreneurs. To read articles by experts and learn about our commitment to women business owners, visit [bankofamerica.com/SBwomen](https://bankofamerica.com/SBwomen).

SSM-04-20-0384B | 3057469

USA ACCOUNTS, INC | Account # [REDACTED] 2444 | September 1, 2020 to September 30, 2020

**Withdrawals and other debits - continued**

Date	Description	Amount
09/29/20	CA TLR transfer to CHK 3464 Banking Ctr BEVERLY SAN VICENTE [REDACTED] 43 CA Confirmation# 1539986250	-300,000.00
09/29/20	WIRE TYPE:WIRE OUT DATE:200929 TIME:1339 [REDACTED] SERVICE REF:011233 BNF:THE VOICE, INC ID:8000153606 BNF BK:PACIFIC PR EMIER BANK [REDACTED] BMT DET:ZGPRI1736Q Services	-250,000.00
<b>Total withdrawals and other debits</b>		<b>-\$870,000.00</b>

**Checks**

Date	Check #	Amount	Date	Check #	Amount
09/08/20	991	-68,094.22	09/14/20	998	-3,897.25
09/14/20	996*	-70,020.66	09/15/20	999	-3,780.00
09/15/20	997	-2,499.93	09/18/20	1000	-990,946.46
<b>Total checks</b>		<b>-\$1,139,238.52</b>	<b>Total # of checks</b>		<b>6</b>

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**Service fees**

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09/08/20	RETURNED ITEM CHARGEBACK FEE	-12.00
09/10/20	RETURNED ITEM CHARGEBACK FEE	-12.00
<b>Total service fees</b>		<b>-\$24.00</b>

Note your Ending Balance already reflects the subtraction of Service Fees.

1 IN THE UNITED STATES DISTRICT COURT

2 NORTHERN DISTRICT OF TEXAS

3

4

COMMODITY FUTURES TRADING  
5 COMMISSION et al,

6

Plaintiffs,

7

vs.

8

TMTE, INC. A/k/a METALS.COM,  
CHASE METALS, INC., CHASE

9

METALS, LLC, BARRICK  
CAPITAL, INC., LUCAS THOMAS

10

ERB a/k/a LUCAS ASHER a/k/a  
LUKE ASHER, and SIMON

11

BATASHVILI

12

Defendants.

13

and

14

TOWER EQUITY, LLC,

15

Relief Defendant

16

17

REMOTE VIDEO-RECORDED DEPOSITION OF LUCAS ASHER

18

Thursday, November 5, 2020

19

VOLUME I

20

21

Stenographically Reported by:

Mechelle S. Gonzalez

22

CSR No. 13250

23

Job No. 96642

24

25

PAGES 1 - 291



1 With that, I will turn it over to  
2 Mr. Crawford, who is the receiver in this matter.

3 Mr. Crawford?

4 MR. CRAWFORD: Thank you, Mr. Buffa.

5

6 EXAMINATION

7 BY MR. CRAWFORD:

8 Q. Good morning, Mr. Asher. My name is  
9 Kelly Crawford. I am the receiver in this now  
10 appointed by the United States Federal District  
11 Court, Northern District of Texas.

12 Do you understand that?

13 A. Yes, I do.

14 Q. And you understand that I do not work for  
15 any of the plaintiffs in this case. I report to  
16 Judge Lindsay as his agent.

17 A. I understand.

18 Q. Have you ever had your deposition taken  
19 before?

20 A. I have.

21 Q. How many times?

22 A. Approximately three and perhaps as high as  
23 five.

24 Q. When was the last time you had your  
25 deposition taken?

1 A. To the best of my knowledge as I'm here  
2 before you today, it was within 24 months.

3 Q. And what was the occasion of that  
4 deposition?

5 A. I believe it was a civil dispute with a  
6 former employee.

7 Q. What was the name of the former employee?

8 A. I believe his name is Daniel Alway  
9 (Phonetic).

10 Q. Do you understand, Mr. Asher, that your  
11 testimony here today is under oath? It is as if you  
12 were in a physical courtroom sitting in a courtroom  
13 before Judge Lindsay.

14 Do you understand that?

15 A. I understand.

16 Q. Okay. And just to go over a few  
17 housekeeping rules, you will be sure to give a  
18 verbal response to my questions as opposed to a  
19 nodding or shaking of the head so the court reporter  
20 can get that transcribed.

21 Is that agreeable to you?

22 A. Mr. Crawford, could you please repeat the  
23 question? There was an audio delay.

24 Q. Okay. I want to just make as a  
25 housekeeping matter that you give a verbal response



1 BY MR. CRAWFORD:

2 Q. Are you taking any medications, Mr. Asher,  
3 that would impede or impair your ability to testify  
4 truthfully here today?

5 A. I'm not.

6 Q. Do you have a United States passport?

7 A. I have an American passport.

8 Q. And -- and where is that passport?

9 A. It's in my backpack.

10 Q. Where is your backpack?

11 A. At a place I'm staying at.

12 Q. Where are you staying?

13 A. On a couch.

14 Q. Whose couch?

15 A. John's.

16 Q. John who?

17 A. Wilson.

18 Q. Where does John Wilson live?

19 A. In West Hollywood.

20 Q. How do you know John Wilson?

21 A. Through my religious community.

22 Q. What's the name of your religion community?

23 A. I'm Jewish.

24 Q. When was the last time you used your  
25 American passport?

1 Q. A day?

2 A. It was not on the day.

3 Q. Then when was it?

4 A. At some point within a day and a week.

5 Q. Okay. So when I get your passport, I will  
6 be able to see when you entered the United States,  
7 correct?

8 A. I would be more than happy to give you my  
9 passport.

10 Q. Okay. And is it your best recollection as  
11 you testify under oath that you don't remember how  
12 many days it was after September 24th that you  
13 returned to the United States?

14 A. It was under a week.

15 Q. And that's your very best recollection.  
16 You don't know if it was one day or seven days?

17 A. I don't remember the specific day. It was  
18 within a week.

19 Q. Again, was it one day, two days,  
20 three days, four days, five days, six days, or  
21 seven days? Your best recollection.

22 A. I was emotionally distraught at the time,  
23 and I don't remember the specific day. It was  
24 within a few days of hearing of the event.

25 Q. Okay. What's a "few days"? Three days?

1           A. I don't remember the specific time frame,  
2       sir. It was within a few days to a week.

3           Q. I believe September 24th was a Thursday.

4                       So did you return by Sunday?

5           A. It's quite possible. I don't remember the  
6       specific day, though.

7           Q. Prior to your trip to Mexico, when was the  
8       last time you used your passport?

9           A. I believe it had been a while. I'm trying  
10      to recall because it had been a while. I believe,  
11      to the best of my recollection as I'm here before  
12      you today, I had gone to Mexico again.

13          Q. And what was the purpose of your trip to  
14      Mexico most recently?

15          A. I'm a professional skydiver, and it was for  
16      skydiving.

17          Q. And was that the purpose of your trip to  
18      Mexico the previous time as well?

19          A. Correct.

20          Q. Do you own a parachute?

21          A. I lease a parachute.

22          Q. Do you own any interest in any aircraft?

23          A. I do not.

24          Q. Do you have any interest in any type of a  
25      jet-share arrangement?

1 Q. Is it your testimony under oath that during  
2 that conversation with Simon you never discussed  
3 your deposition?

4 A. Could you please repeat the question, sir?

5 Q. Is it your testimony here today under oath  
6 that during that discussion with Simon yesterday you  
7 never discussed with him your deposition that you  
8 are giving here today?

9 A. I did not discuss it with anybody but my  
10 counsel.

11 Q. Where are you sitting for this deposition?  
12 Whose -- whose house?

13 A. I'm not at a house.

14 Q. Okay. Where are you?

15 A. It's a side garage from an individual named  
16 Kristen.

17 Q. What is Kristen's last name?

18 A. I don't know. She's a friend of my friend  
19 Maudie (Phonetic).

20 Q. And what's Maudie's last name?

21 A. Perry (Phonetic).

22 Q. Perry?

23 A. Yes.

24 Q. How do you know Maudie Perry?

25 A. Through other friends. It was referred to

1 Q. What's the name of the attorney who  
2 assisted you with that?

3 A. I don't recall the name, but I spoke to  
4 Greenberg Traurig, a law firm.

5 Q. When was the last time you had any  
6 communication with an attorney from  
7 Greenberg Traurig?

8 A. I believe within eight to four years ago.

9 Q. Four to eight years ago?

10 A. Yes.

11 Q. Mr. Asher, where are your personal  
12 belongings?

13 A. Could you define "personal belongings,"  
14 please?

15 Q. Your clothes, your wallet, your watches,  
16 anything that you would need to live on a day-to-day  
17 basis.

18 A. I don't have watches. My clothes are in a  
19 backpack, and I carry them with me.

20 Q. Do you have use of an automobile?

21 A. I do not.

22 Q. What is your current source of income?

23 A. I don't have a current source of income as  
24 I am standing before you today.

25 Q. Have you made any purchases other than for

1 food and water since receiving the court's order of  
2 September 22nd of 2020?

3 A. I don't recall.

4 Q. You don't recall?

5 We'll start with this morning. Did you  
6 make any purchases this morning?

7 A. I did. I purchased coffee.

8 Q. Okay. And how did you pay for the coffee  
9 that you purchased?

10 A. One of my bandmates lent me the money for  
11 coffee.

12 Q. Did you make any purchases yesterday?

13 A. I believe food and coffee.

14 Q. And how did you pay for food and coffee?

15 A. Friends paid for it.

16 Q. Have you made any purchases of anything  
17 besides food and drink in the last 30 days?

18 A. I believe I have.

19 Q. And where did you get the money to make  
20 those purchases?

21 A. Through friends.

22 Q. Have you used an ATM machine since  
23 September 24th of 2020?

24 A. I have not.

25 Q. Have you used any credit card to make

1 Q. As you sit here today, you don't recall; is  
2 that your testimony?

3 A. I don't recall.

4 Q. All right. What's your cell phone number?

5 A. I don't recall.

6 Q. Where is your cell phone?

7 A. At the couch I'm staying on.

8 Q. How long have you had that cell phone?

9 A. I believe a few weeks.

10 Q. Did you obtain the cell phone after  
11 September 24th of 2020?

12 A. I did.

13 Q. And where did you obtain that?

14 A. It's through, I believe, T-Mobile.

15 Q. How did you pay for that cell phone?

16 A. I believe I used a card.

17 Q. Apple card?

18 A. I believe so.

19 Q. What did you do with your cell phone that  
20 you owned prior to September 24th of 2020?

21 A. I accidentally lost it skydiving.

22 Q. So is it your testimony under oath,  
23 Mr. Asher, that when you reentered the country from  
24 your trip to Mexico after September 24th of 2020,  
25 you did not have in your possession your cell phone?

1 Q. Who are the friends and family who are  
2 paying for your legal services to Mr. Spencer?

3 A. I believe they vary.

4 Q. Let's start with your family members. Who  
5 are the family members?

6 A. None.

7 Q. Pardon?

8 A. I don't have any family members helping.

9 Q. Well, you just testified earlier that  
10 friends and family were the ones providing the  
11 compensation for Mr. Spencer.

12 Is that not correct?

13 A. I did, but I didn't stipulate that it was  
14 my family.

15 Q. What are the names of the friends who are  
16 providing moneys to Mr. Spencer for your  
17 representation?

18 A. I believe one of them --

19 I'm sorry. There was a sound.

20 Can you repeat that?

21 Q. What are the names of the individual  
22 friends or family of the friends who are providing  
23 compensation to Mr. Spencer for your representation?

24 A. I believe they vary.

25 Q. Name the first one. Name the first person.



1           A. The first retainer I believe was paid by an  
2 individual named Andrew.

3           Q. What is Andrew's last name?

4           A. I don't know.

5           Q. What was the amount of the retainer?

6           A. I was told it was 25,000.

7           Q. Is that Andrew Saulton (Phonetic)?

8           A. I don't know his last name.

9           Q. Do you know Andrew?

10          A. I don't.

11          Q. Was this somebody who Simon -- was a friend  
12 of Simon?

13          A. Correct.

14          Q. Who else was providing a retainer to  
15 Mr. Spencer on your behalf?

16          A. My bandmate, Christian.

17          Q. How much has Christian paid to Mr. Spencer?

18          A. It's for a separate matter, and it's  
19 protected under privilege.

20                 MR. SPENCER: You can tell him the amount,  
21 Lucas.

22                 THE WITNESS: 5,000.

23                 BY MR. CRAWFORD:

24          Q. Who else has provided moneys to Mr. Spencer  
25 for your representation?

1        what was available for me as my investment share,  
2        not the entire corporation.

3                    And then the -- to the best of my  
4        understanding, the private interest foundation was  
5        the beneficial owner of the corporation.

6                    BY MR. CRAWFORD:

7                    Q.    So, Mr. Asher, why did you decide to use an  
8        offshore entity to own TMTE, Inc. and your interest  
9        in TMTE?

10                   A.    I'm interested in ecology and the  
11        environment, and specifically the Gamboa rainforest  
12        in Panama and the surrounding jungle and natural  
13        landscapes were interesting to me.

14                   Q.    And how does setting up an offshore entity  
15        to own that stock help the rainforest?

16                   A.    Well, because I was planning on spending  
17        more time there and pursuing ecological pursuits.

18                   Q.    How many times have you been to Panama?

19                   A.    I believe once.

20                   Q.    And was that for the purpose of setting up  
21        these offshore entities?

22                   A.    Correct.

23                   Q.    Other than going to set up these offshore  
24        entities, have you made any other visits to Panama?

25                   A.    No.

8 Q. And what was your e-mail address?

9 A. Asher@towerequity.com.

10 Q. And did you access any records of Tower  
11 Equity that were in the cloud after September 24th  
12 of 2020?

13 A. I -- I used the e-mail. I don't recall  
14 accessing records. I used the e-mail.

15 Q. Do you recall ever entering a login  
16 password to access records after September 24th of  
17 2020?

18 A. I don't recall.

19 Q. You don't know one way or the other?

20 A. I don't recall accessing any records.

21 Q. I want to make sure I understand your  
22 testimony.

23 So to the best of your recollection, you do  
24 not recall ever entering any login and entering your  
25 password to gain access to the Tower Equity records?

1           A. To the best of my recollection, I did not  
2       enter a password or login to access records.  
3       Notwithstanding, I did use the e-mail to reach out  
4       to various attorneys, and I did log in to my e-mail,  
5       asher@towerequity.com.

6           Q. What was the password used?

7           A. I don't recall.

ss

21           Q. So where can I find the login and password  
22       for Tower Equity?

23           A. I can give it to you.

10 Q. And so let's go back to -- you said there  
11 was a fractional interest in the Morgan Stanley  
12 building. At what location?

13 A. It's in the state of Florida. I don't  
14 recall the location.

15 Q. And who handled the purchase of that  
16 fractional interest?

17 A. I did.

18 Q. And so when was that purchase made?

19 A. It would have been within the past three  
20 years.

21 Q. So is it your testimony under oath that of  
22 your best recollection, you have no idea where in  
23 the state of Florida this fractional interest in  
24 this building was purchased?

25 A. As I'm standing before you today, I don't

1 recall the specific address in the state of Florida.

2 Q. Okay. Do you know the city?

3 A. I -- I can't recall at the time I'm before  
4 you today.

5 Q. You don't know the city of the building  
6 which you purchased the fractional interest of?

7 A. At the time before you today, I don't  
8 recall the city.

16 Q. Do you recall how much money was paid for  
17 the fractional interest of the Morgan Stanley  
18 building somewhere in the state of Florida?

19 A. I can't recall.

20 Q. Was it more than \$5 million?

21 A. Less.

22 Q. Okay. How much less?

23 A. Substantially less.

24 Q. And I'm looking for a rough approximation.

25 So we can spend another hour going over it.

1 Was it more than a dollar?

2 A. Yes.

3 Q. Okay. Was it more than \$10?

4 A. Yes.

5 Q. Was it more than \$50?

6 A. Yes.

7 Q. Okay.

8 MR. SPENCER: Lucas, I'm sorry to  
9 interrupt. Lucas, could you just give him a rough  
10 estimate? You don't have to be precise. Give him a  
11 rough estimate to the best of your knowledge.

12 THE WITNESS: To the best of my knowledge,  
13 it was below a quarter of a million dollars.

14 BY MR. CRAWFORD:

15 Q. How far below, a rough estimate? Specific  
16 range?

17 A. Out of respect for the legal process, I  
18 have to defer that I don't recall because I don't  
19 want to give the wrong number.

23 Q. Okay. Does any person or entity owe you

24 money, personal?

25 A. Again, it's possible. I don't recall



1 particulars.

6           Q. As of September 21st of 2020, what bank  
7           accounts are you aware of that were active that you  
8           were using in which you were a signatory?

9           A. JPMorgan.

10          Q. Okay.

11          A. That's all I recall at this time.

14           Q. Okay. What attorneys did you use to help  
15           you with your venture capital investments on behalf  
16           of Tower Equity?

17           A. I don't recall.

4 Q. Has Tower Equity done any business with  
5 Charles Schwab with your venture capital  
6 transactions that you mentioned previously?

7 A. I don't recall.

8 Q. Have any of the other defendants, to your  
9 knowledge, ever done any business with  
10 Charles Schwab or had any accounts with  
11 Charles Schwab in the last three years?

12 A. I don't recall.

16 A. I believe they handled an IPO for something  
17 we had an interest with, and I do recall them  
18 e-mailing us and saying that they had securities  
19 that were ours via an IPO that occurred. That's the  
20 full extent of what I know.

21 Q. What was the IPO?

22 A. I don't recall.

1 BY MR. CRAWFORD:

2 Q. Mr. Asher, in the year 2019, did you  
3 receive any compensation, income, or other moneys  
4 from TMTE?

5 A. I believe I did.

6 Q. Do you know how much?

7 A. I don't.

8 Q. A million dollars?

9 A. I don't know how much.

10 Q. You have no idea, as you sit here today,  
11 how much you received last year from TMTE? Is that  
12 your testimony?

13 A. I don't recall how much.

14 Q. Do you have a rough approximation?

15 A. I don't recall how much at this time before  
16 you today.

17 Q. Okay. And in 2019, did you receive any  
18 compensation, income, or moneys from Chase Metals?

19 A. I don't recall.

20 Q. Same question for Barrick Capital?

21 A. I don't recall, and if I can in good faith  
22 tell you why is because I didn't manage the bank  
23 accounts, so I don't even believe I was on those  
24 accounts as a signer.

25 Q. Which bank accounts are you talking about?

1           A. The aforementioned corporations you  
2           referenced.

3           Q. You've never been a signatory on any bank  
4           account for TMTE? Is that your testimony?

5           A. I don't recall that I ever have.

6           Q. Have you ever been a signatory on any bank  
7           account anywhere in the world for Chase Metals?

8           A. I don't recall that I have either.

9           Q. Have you ever been a signatory on any bank  
10          account anywhere in the world for Barrick Capital?

11          A. I don't believe I have.

12          Q. Same question for Tower Equity.

13          A. I don't believe that I have.

14          Q. Did you receive any income, compensation,  
15          or moneys in 2019 from Tower Equity?

16          A. I believe that I did.

17          Q. How much did you receive?

18          A. I don't recall.

23 Q. Did you file a tax return for 2018?

24 A. I believe that I did.

25 Q. And do you remember the amount of your

1 gross income in 2018?

2 A. I do not file my own returns, and I hired  
3 and relied on people to do that for me.

4 Q. Did you sign your federal tax return?

5 A. I believe that I did.

6 Q. And so you didn't look at your tax return  
7 before you signed it? Is that your testimony under  
8 oath?

9 A. I don't recall what the amount was.

10 Q. That wasn't my question.

11 Did you read your tax return in 2018 before  
12 you signed it?

13 A. I presume that I read it.

14 Q. Where is that tax return?

15 A. I don't know.

16 Q. You have no idea?

17 A. I don't know. It could have been at my  
18 office, or it could have been at my accountant's  
19 office. As I'm before you today, I don't know.

20 Q. And your accountant for 2018 was who?

21 A. I don't recall.

22 Q. Have you ever executed a financial  
23 statement in the past three years?

24 A. Could you please define "financial  
25 statement"?



1 Q. A statement under oath that attests to your  
2 financial condition.

3 A. I don't recall.

1 Q. Okay. What phone numbers have you used  
2 since 2017?

3 A. I don't know.

4 Q. What was the cell phone number on the cell  
5 phone that you lost recently?

6 A. I don't recall.

7 Q. What's -- what's your current cell phone  
8 number?

9 A. I don't know.

8 Q. Okay. And you mentioned salespeople who  
9 worked for Tower Equity.

10 Who were the salespeople that worked for  
11 Tower Equity?

12 A. I don't recall.

13 Q. Were any of the salespeople who worked for  
14 Tower Equity also salespeople for TMTE?

15 A. I don't recall at this time.

16 Q. You don't know one way or the other?

17 A. I don't recall at the time I'm before you  
18 today.

1 A. I believe it was made this year.

2 Q. How much was invested?

3 A. I don't recall.

4 Q. A million dollars?

5 A. I don't recall at the time I'm before you  
6 today.

7 Q. And you're saying it was invested in this  
8 year. Was it invested in the last three months?

9 A. I don't recall the specific time frame.

## Kelly Crawford

---

**From:** Arnold Spencer <arnoldspencer75225@gmail.com>  
**Sent:** Friday, November 20, 2020 6:26 PM  
**To:** Kelly Crawford  
**Subject:** Explanation regarding 9/29/2020 Wire Transactions out of Bank of America Account in name of USA Accounts, Inc.  
**Attachments:** USA ACCOUNTS INC..pdf; Aug Stock purchase agreement page 1 .pdf; Aug Stock purchase agreement page 2.pdf; Written consent of the sole shareholder.pdf; Talent Writers Invoice.pdf; The voice inc invoice.pdf; PastedGraphic-2.tiff

Kelly-

You asked me to investigate certain wire transactions initiated by Lucas Asher on September 29, 2020 out of a Bank of America account in name of USA Accounts, Inc. You were concerned that Mr. Asher may have violated the terms of the Statutory Restraining Orders by wiring these funds after he had received notice of the restraining order.

With the benefit of some research, it does not appear that these transactions violated the Court order because these funds did not belong to Lucas Asher or any of the other named defendants and these funds were not under the control of Lucas Asher or any of the named defendants.

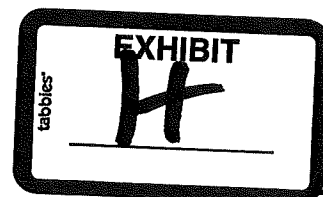
I believe that Mr. Asher testified in his asset deposition earlier this month that he had from time to time set up corporate entities for other entrepreneurs. USA Accounts, Inc. was one such company. Mr. Asher set up USA Accounts, Inc. as a Delaware corporation on August 17 2020. Shortly thereafter, on August 25, 2020, Mr. Asher transferred the corporation to TPH Boss, Inc., a company owned and controlled by Athena Hunter. Ms. Hunter is not associated with any of the corporate Defendants in this case, and did not receive any funds from any of the Defendants in this case. TPH, Inc. appointed Mr. Asher as an agent authorized to make transfers out of the USA Accounts, Inc bank account during the transition period. I have not seen the USA Accounts, Inc. bank account statements other than the pages you forwarded to me, but filling in the blanks, I assume in excess of \$550,000 was deposited into the TPB account after August 25th, such funds belonging to TPH Boss and Athena Hunter. Unrelated to, but at approximately the same time as, the entry of the Order in this case, USA Accounts, Inc. received several invoices. Mr Asher was instructed as an agent of USA Accounts, Inc. to transfer funds out of the USA Accounts, Inc. to pay these invoices.

I am attaching relevant documents in support of the transactions described above. Please contact me if you have any questions. Please let me know if this addresses your concerns or if you intend to go forward with a Motion to Show Cause. Mr. Asher continues to offer to cooperate with the Receiver consistent with the Court's Order.

Arnold

Managing Partner

Arnold A. Spencer  
Managing Partner



APP000060

# Apostille

(Convention de La Haye du 5 Octobre 1961)

1. Country: United States of America

This public document:

2. has been signed by Jeffrey W. Bullock

3. acting in the capacity of Secretary Of State Of Delaware

4. bears the seal/stamp of Office Of Secretary Of State

## Certified

5. at Dover, Delaware

6. seventeenth day of August, A.D. 2020

7. by Secretary of State, Delaware Department of State

8. No. 203478624

9. Seal/Stamp:



10. Signature:

A handwritten signature in black ink, appearing to read "JWB", is written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed in a small font.

# Delaware

The First State

Page 1

*I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF  
DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT  
COPY OF THE CERTIFICATE OF INCORPORATION OF "USA ACCOUNTS,  
INC", FILED IN THIS OFFICE ON THE SEVENTEENTH DAY OF AUGUST,  
A.D. 2020, AT 7:59 O'CLOCK A.M.*



3455097 8100  
SR# 20206769404

You may verify this certificate online at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

A handwritten signature of Jeffrey W. Bullock in black ink, written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed.

Jeffrey W. Bullock, Secretary of State

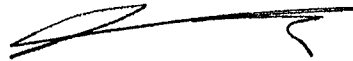
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Date: 08-17-20

**APP000062**

**STATE of DELAWARE**  
**CERTIFICATE of INCORPORATION**  
**USA Accounts, Inc.**

- First: The name of the corporation is USA Accounts, Inc.
- Second: Its registered office in the state of Delaware is located at 112 Capitol Trail Suite A, Newark, New Castle, DE, 19711. The registered agent thereof is SOCIAL ENTERPRISES LLC.
- Third: The purpose of the corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware,
- Fourth: The total authorized capital stock of this corporation shall consist of one thousand (1000) shares of common stock, all of which shares will be with no par value.
- Fifth: This corporation reserves the right to amend, alter, change or repeal any provision contained in this certificate of Incorporation, in the manner now or hereafter prescribed by statute, and all rights or powers conferred upon stockholders and directors herein are granted subject to this reservation.
- Sixth: Lucas Asher is the Incorporator at 8383 Wilshire Blvd, 742 Beverly Hills, CA 90211 United States.

I, THE UNDERSIGNED incorporator named herein, for the purpose of forming a corporation to do business within and without the State of Delaware, and in pursuance of and under the laws of the State of Delaware, do make and file this Certificate of Incorporation, hereby declaring and certifying that the facts herein stated are true, and accordingly, I have herein to set my hand and seal this 17<sup>th</sup> Day of August, 2020.



---

Lucas Asher  
(Incorporator of USA Accounts, Inc.)



State of Delaware

## STOCK PURCHASE AGREEMENT

---

This Stock Purchase Agreement (this "Agreement") is made this 25 day of August, 2020, between USA ACCOUNTS, INC, located at 112 Capitol Trail suite a , Newark, DE 19711 (the "Seller") and TPH BOSS INC, located at 1201 ORANGE ST STE 600 ONE COMMERCE CENTER, WILMINGTON, DE 19801 (the "Purchaser"). The parties agree to the following:

**I. Shares.** The Seller is the owner of one thousand (1000) shares of Class Common Stock (the "Stock") of USA ACCOUNTS, INC. (the "Company"), a Delaware Corporation.

**II. Purchase and Sale.** Seller agrees to sell one thousand (1000) shares to Purchaser for \$1.00 per share, for a total price of \$1,000.00 dollars. Seller shall deliver to Purchaser stock certificates representing this stock.

**III. Delivery.** Seller agrees to deliver the stock certificates on August 25th, 2020.

**IV. Seller's Representations.** Seller represents that:

1. The Company is in good standing under the laws of the State of Delaware.
2. The Seller is the record owner of the stock.
3. The stock is free and clear of all security interests, liens, encumbrances, equities, or other charges.
4. There are no other claims or restrictions on the Stock.
5. There is no act or omission that would give rise to any claim for commission, fees, or other payment in relation to the transaction.
6. Seller does not need approval from any officer of the corporation to sell the shares.

**V. Expenses.** The parties are responsible for their own fees, including legal counsel, accountants, and other agents incurred pursuant to this Agreement regardless of whether this Agreement is executed.

**VI. Indemnification.** The Purchaser and Seller agree to indemnify and hold harmless the other from any claim, damage, liability, loss, expense, arising out their failure to perform the obligations set forth in this agreement.

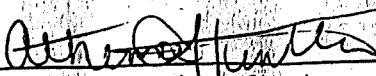
**VII. Miscellaneous**

1. **Dispute Resolution.** Any dispute arising out of or related to this Agreement that the Purchaser and Seller are unable to resolve by themselves shall be settled by arbitration in the

State of Delaware in accordance with the rules of the American Arbitration Association. The written decision of the arbitrator(s), as applicable, shall be final and binding. Judgment on a monetary award or enforcement of injunctive or specific performance relief granted by the arbitrator(s) may be entered in any court having jurisdiction over the matter.

2. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Purchaser and Seller and their respective legal representatives, heirs, administrators, executors, successors and permitted assigns.
3. **Severability.** If any provision of this Agreement is held to be invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal and enforceable as though the invalid, illegal or unenforceable parts had not been included in this Agreement.
4. **Governing Law.** The terms of this Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, not including its conflicts of law provisions.
5. **Headings.** The section headings herein are for reference purposes only and shall not otherwise affect the meaning, construction or interpretation of any provision in this Agreement.
6. **Entire Agreement.** This Agreement contains the entire understanding between the parties and supersedes and cancels all prior agreements, whether oral or written, with respect to such subject matter.
7. **Amendment.** This Agreement may be amended or modified only by a written agreement signed by both parties.
8. **Notices.** Any notice or other communication given or made to any party under this Agreement shall be in writing and delivered by hand, sent by overnight courier service or sent by certified or registered mail, return receipt requested, to the address in Exhibit 1 or to another address as that party may subsequently designate by notice and shall be deemed given on the date of delivery.
9. **Waiver.** No party shall be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly and in writing. Waiver of a breach or violation of any provision of this Agreement shall not constitute a waiver of any other subsequent breach or violation.

IN WITNESS WHEREOF, this Agreement has been executed and delivered as of the date first written above.

 8-25-2020  
Purchaser Signature

TPH BOSS INC  
Purchaser Full Name

 8-25-2020  
Seller Signature

USA ACCOUNTS, INC  
Seller Full Name

**WRITTEN CONSENT OF  
THE SOLE SHAREHOLDER OF  
USA ACCOUNTS, INC.**

Dated: August 25th, 2020

The undersigned, being the sole shareholder ("Shareholder") of USA Accounts, Inc. a Delaware corporation ("Company"), does hereby take the following actions and consent to and approve the adoption of the following resolutions (these "Resolutions") with the same force and effect as though adopted at duly convened and held meetings of the sole shareholder:

WHEREAS, the Shareholder desires to appoint Lucas Asher ("Agent") as a duly authorized agent of the Company for the following limited purposes:

- In order to increase operational efficiency of the Company, the Company authorizes agent to access funds in Company's operating account ("Account") for the *sole purpose* of paying third party invoices, *provided that*, such invoices are (i) in writing, (ii) first received, reviewed, and approved by the Shareholder or its designee or a duly appointed executive, officer, or manager of Company, and (iii) are for business expenses of the Company (collectively, the foregoing is the "Scope of Authority");

WHEREAS, the Scope of Authority is expressly limited as set forth above, and the Agent shall not have any additional authority or control unless otherwise vested by written consent of the Shareholder;

WHEREAS, the Agent shall not: (i) control the Account; or (ii) access funds in the Account for any purpose other than expressly authorized herein by the Scope of Authority or by subsequent written consent of the Shareholder expanding the Scope of Authority;

WHEREAS, the Agent's term of agency shall begin at 12:00 a.m. on August 25, 2020 and expire at 11:59 p.m. on December 31, 2020 unless earlier terminated by written consent of the Shareholder, which termination shall be in the Shareholder's sole discretion;

NOW, THEREFORE, BE IT RESOLVED, that, as of the date hereof, Agent is hereby appointed as a duly authorized agent of the Company, effective only from 12:00 a.m. on August 25, 2020 until 11:59 p.m. on December 31, 2020, unless earlier terminated by written consent of the Shareholder in the Shareholder's sole discretion, and only for the limited purposes set forth above in the Scope of Authority, and subject to the limitations as set forth above;

RESOLVED FURTHER, that all documents, agreements and instruments previously executed and delivered, and any and all actions previously taken by any officer, employee or agent of the Company in connection with or related to the matters set forth in, or reasonably contemplated or implied by, the foregoing resolutions be, and each of them hereby is, adopted, ratified, confirmed and approved in all respects and for all purposes as the acts and deeds of the Companies.

IN WITNESS WHEREOF, the undersigned has executed this Written Consent as of the date first set forth above.

SHAREHOLDER SIGNATURE:

A handwritten signature in black ink, appearing to read "Lucas Asher", is written over a horizontal line.

TPH BOSS, INC.

**APP000066**

# ADS

Talent Writers, LLC

**INVOICE NO.** 20888915  
**DATE ISSUED** August 29 2020

**SOLD TO ADDRESS** USA Marketing, Inc.  
Century Plaza Towers 2029 Century Park East Suite #400 N Los  
Angeles California 90067

**TERMS** Payable on receipt

ITEM / SERVICES	QTY	PRICE	TOTAL
SEO SERVICES	1	\$ 90,000	\$ 90,000
CPM marketing ads	1	\$210,000	\$210,000

**TOTAL SERVICES & MEDIA CHARGES** \$ 300,000

**TOTAL PAYABLE AMOUNT** \$300,000

**The Voice inc**

**INVOICE**

INV0048

**DATE**

09/20/2020

**DUE**

On Receipt

**BALANCE DUE**

USD \$250,000.00

**BILL TO**

**USA Accounts Inc**

(888) 725-7967

DESCRIPTION	RATE	QTY	AMOUNT
Commission	\$250,000.00	1	\$250,000.00
TOTAL			\$250,000.00
BALANCE DUE			<b>USD \$250,000.00</b>

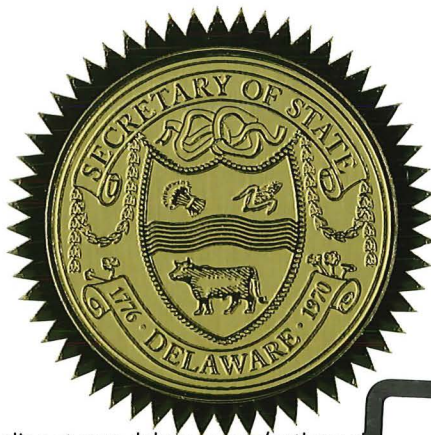
**APP000068**

# Delaware

The First State

Page 1

*I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF  
DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT  
COPY OF THE CERTIFICATE OF INCORPORATION OF "USA ACCOUNTS,  
INC", FILED IN THIS OFFICE ON THE SEVENTEENTH DAY OF AUGUST,  
A.D. 2020, AT 7:59 O'CLOCK A.M.*



Jeffrey W. Bullock, Secretary of State

3455097 8100  
SR# 20206769404

You may verify this certificate online at [corp.delaware.gov/authver.s](http://corp.delaware.gov/authver.s)

Authentication: 203478689  
Date: 08-17-20



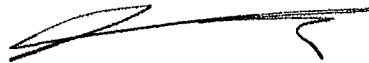
**APP000069**



**STATE of DELAWARE**  
**CERTIFICATE of INCORPORATION**  
**USA Accounts, Inc.**

- First: The name of the corporation is USA Accounts, Inc.
- Second: Its registered office in the state of Delaware is located at 112 Capitol Trail Suite A, Newark, New Castle, DE, 19711. The registered agent thereof is SOCIAL ENTERPRISES LLC.
- Third: The purpose of the corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware,
- Fourth: The total authorized capital stock of this corporation shall consist of one thousand (1000) shares of common stock, all of which shares will be with no par value.
- Fifth: This corporation reserves the right to amend, alter, change or repeal any provision contained in this certificate of Incorporation, in the manner now or hereafter prescribed by statute, and all rights or powers conferred upon stockholders and directors herein are granted subject to this reservation.
- Sixth: Lucas Asher is the Incorporator at 8383 Wilshire Blvd, 742 Beverly Hills, CA 90211 United States.

I, THE UNDERSIGNED incorporator named herein, for the purpose of forming a corporation to do business within and without the State of Delaware, and in pursuance of and under the laws of the State of Delaware, do make and file this Certificate of Incorporation, hereby declaring and certifying that the facts herein stated are true, and accordingly, I have herein to set my hand and seal this 17<sup>th</sup> Day of August, 2020.



\_\_\_\_\_  
Lucas Asher  
(Incorporator of USA Accounts, Inc.)

INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE

# USA ACCOUNTS, INC.

The Corporation is authorized to issue 1,000 Common Shares -- No Par Value

## CERTIFICATES

SECRETARY-TREASURER

PRESIDENT

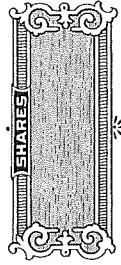
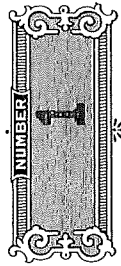
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EXHIBIT  
5

APP000071



With Fo ref Sh Da In



INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE

# USA ACCOUNTS, INC.

The Corporation is authorized to issue 1,000 Common Shares -- No Par Value

**This Certificate that**

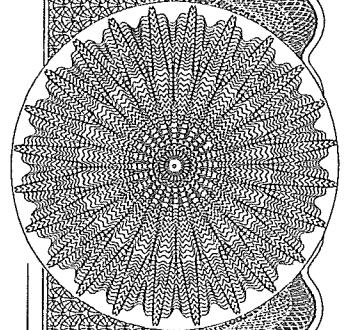
*\_\_\_\_\_ is the owner of  
\_\_\_\_\_ fully paid and  
non-assessable Shares of the above Corporation transferable only on the  
books of the Corporation by the holder hereof in person or by duly authorized  
Attorney upon surrender of this Certificate properly endorsed.*

*In Witness Whereof, the said Corporation has caused this Certificate to be signed  
by its duly authorized officers and to be sealed with the Seal of the Corporation.*

*Dated \_\_\_\_\_*

SECRETARY TREASURER

PRESIDENT



APP000072

## TRANSFER LEDGER



**APP000073**

	NAME OF CERTIFICATE HOLDER	PLACE OF RESIDENCE	TIME BECAME OWNER	CERTIFICATES ISSUED		FROM WHOM TRANSFERRED (If Original Issue Enter As Such)	
				CERTIF. NOS.	NO. SHARES*		
A							
B							
C							
D							
E							
F							
G							

\*If the certificates are issued by a Limited Liability Company, read as *units, membership interests or member interests*, as the case may be.

APP000074



AMOUNT  
PAID  
THERON

DATE OF  
TRANSFER  
OF SHARES\*

TO WHOM TRANSFERRED

CERTIFICATES SURRENDERED

CERTIF.  
NOS.

NO.  
SHARES\*

NUMBER OF  
SHARES\* HELD  
(Balance)

VALUE OF  
TRANSFER TAX  
STAMPED AFFIXED

APP000075

Census

Page No : 1

TriNet &gt;

Run Date : 10/06/2020 05:12:54 PM

Company Code : 132R

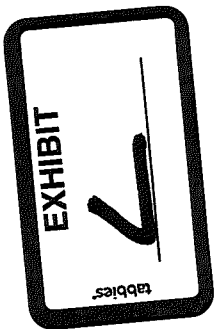
Company Name : First American Estate &amp; Trust

As Of Date = 10/06/2020

PF Client

1	9WK0	132R	First American Estate & Trust	00002579067	0					Sales Associate
2	9WK0	132R	First American Estate & Trust	00002424334	1					Silver
3	9WK0	132R	First American Estate & Trust	00002579078	0					Sales Associate
4	9WK0	132R	First American Estate & Trust	00002590438	0					Sales Associate
5	9WK0	132R	First American Estate & Trust	00002620352	0					Administrative Assistant
6	9WK0	132R	First American Estate & Trust	00002259559	1					Silver
7	9WK0	132R	First American Estate & Trust	00002496898	1					Junior Recruiter
8	9WK0	132R	First American Estate & Trust	00002579087	0					Sales Associate
9	9WK0	132R	First American Estate & Trust	00002579095	0					Sales Associate
10	9WK0	132R	First American Estate & Trust	00002485324	1					Bronze
11	9WK0	132R	First American Estate & Trust	00002081005	1	Hunter,Athena Maria	Athena	Maria	Hunter	Administrative Assistant
12	9WK0	132R	First American Estate & Trust	00002579099	0					Sales Associate
13	9WK0	132R	First American Estate & Trust	00002294034	1					Gold
14	9WK0	132R	First American Estate & Trust	00002081014	1					Silver
15	9WK0	132R	First American Estate & Trust	00002492937	1					Bronze
16	9WK0	132R	First American Estate & Trust	00002590485	0					Sales Associate
17	9WK0	132R	First American Estate & Trust	00002579106	0					Sales Associate
18	9WK0	132R	First American Estate & Trust	00002503132	1					Bronze
19	9WK0	132R	First American Estate & Trust	00002560740	1					Bronze
20	9WK0	132R	First American Estate & Trust	00002325925	1					Bronze
21	9WK0	132R	First American Estate & Trust	00002261820	1					Recruiting Assistant
22	9WK0	132R	First American Estate & Trust	00002458998	1					Bronze
23	9WK0	132R	First American Estate & Trust	00002458917	1					Bronze
24	9WK0	132R	First American Estate & Trust	00002080827	1					Gold
25	9WK0	132R	First American Estate & Trust	00002443094	1					Security
26	9WK0	132R	First American Estate & Trust	00002262779	1					Platinum
27	9WK0	132R	First American Estate & Trust	00002262787	1					Platinum
28	9WK0	132R	First American Estate & Trust	00002361496	2					Trusted Advisor
29	9WK0	132R	First American Estate & Trust	00002579152	0					Sales Associate
30	9WK0	132R	First American Estate & Trust	00002262252	1					VP of Sales
31	9WK0	132R	First American Estate & Trust	00002493072	1					Bronze
32	9WK0	132R	First American Estate & Trust	00002579157	0					Sales Associate
33	9WK0	132R	First American Estate & Trust	00002579161	0					Sales Associate
34	9WK0	132R	First American Estate & Trust	00002308788	1					Bronze
35	9WK0	132R	First American Estate & Trust	00002503027	1					Bronze
36	9WK0	132R	First American Estate & Trust	00002365540	1					Bronze
37	9WK0	132R	First American Estate & Trust	00002361485	1					Silver
38	9WK0	132R	First American Estate & Trust	00002476844	1					Bronze
39	9WK0	132R	First American Estate & Trust	00010006373	0					Consumer Services Manager
40	9WK0	132R	First American Estate & Trust	00002579168	0					Sales Associate
41	9WK0	132R	First American Estate & Trust	00002253978	1					Marketing Director
42	9WK0	132R	First American Estate & Trust	00010039574	0					Customer Service
43	9WK0	132R	First American Estate & Trust	00002579172	0					Sales Associate
44	9WK0	132R	First American Estate & Trust	00010008497	0					Director of Marketing
45	9WK0	132R	First American Estate & Trust	00002458895	1					Bronze
46	9WK0	132R	First American Estate & Trust	00002590412	0					Sales Associate
47	9WK0	132R	First American Estate & Trust	00002262214	1					Bronze
48	9WK0	132R	First American Estate & Trust	00002579181	0					Sales Associate
49	9WK0	132R	First American Estate & Trust	00002521501	1					Executive Assistant
50	9WK0	132R	First American Estate & Trust	00002194506	1					Administrative Assistant
51	9WK0	132R	First American Estate & Trust	00002261626	1					Platinum
52	9WK0	132R	First American Estate & Trust	00002380077	1					Bronze
53	9WK0	132R	First American Estate & Trust	00002254817	1					Administrative Assistant
54	9WK0	132R	First American Estate & Trust	00010006913	0					Recruiting Assistant
55	9WK0	132R	First American Estate & Trust	00002325922	1					Silver
56	9WK0	132R	First American Estate & Trust	00002230325	1					Bronze
57	9WK0	132R	First American Estate & Trust	00002262784	1					Bronze
58	9WK0	132R	First American Estate & Trust	00002365499	1					Silver
59	9WK0	132R	First American Estate & Trust	00002525761	1					Bronze
60	9WK0	132R	First American Estate & Trust	00002036686	1					Bronze
61	9WK0	132R	First American Estate & Trust	00002628449	0					Bronze
62	9WK0	132R	First American Estate & Trust	00002261216	1					Gold
63	9WK0	132R	First American Estate & Trust	00001930526	2					Media Buyer
64	9WK0	132R	First American Estate & Trust	00002451457	1					Bronze
65	9WK0	132R	First American Estate & Trust	00002579184	0					Sales Associate
66	9WK0	132R	First American Estate & Trust	00002614667	0					Bronze
67	9WK0	132R	First American Estate & Trust	00002476818	1					Bronze
68	9WK0	132R	First American Estate & Trust	00002503106	1					Bronze
69	9WK0	132R	First American Estate & Trust	00002458993	1					Bronze
70	9WK0	132R	First American Estate & Trust	00002579249	0					Sales Associate
71	9WK0	132R	First American Estate & Trust	00002493163	1					Bronze
72	9WK0	132R	First American Estate & Trust	00002257951	1	Kohl,Randall Alan	Randall	Alan	Kohl	Platinum

APP000076



**Kelly Crawford**

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**From:** Diana Castellon [REDACTED]  
**Sent:** Wednesday, October 28, 2020 12:55 PM  
**To:** Metals Barrick  
**Subject:** Private Citizen

From: Diana Castellon [REDACTED] [whitspaw@ptd.net](mailto:whitspaw@ptd.net)

**Name:** Diana Castellon

**Email:** [REDACTED]

**Subject:** Private Citizen

I was one of the recipients of this \"swindel\" with [metals.com](http://metals.com) Athena Hunter, Walter Vera and Anthony Bowers were my contacts with Metals.com. They ensured me that my 0,000 were invested, only to find out I only have a little over \$300,000 invested. Over \$200,000 lost.

Sent from: <http://metalsandbarrickcapitalreceivership.com/contact/>



**BEFORE THE ALASKA OFFICE OF ADMINISTRATIVE HEARINGS ON REFERRAL  
BY THE ADMINISTRATOR OF SECURITIES**

In the Matter of	)	
	)	
TTME, INC., AKA METALS.COM;	)	OAH No. 20-0684-SEC
CHASE METALS, INC.; WALTER VERA;	)	Agency No. 2019-00133
ATHENA HUNTER; SEAN REZA;	)	
JONATHAN SACHS; DAVID BLEEDEN;	)	
and RANDALL KOHL <sup>1</sup>	)	
	)	
Respondents.	)	
_____	)	

**ORDER RESCHEDULING CASE PLANNING CONFERENCE**

A telephonic case planning conference was held in this matter today. Mark Rasmussen participated on behalf of TTME, Inc., aka Metals.com, and the individual Respondents. Assistant Attorneys General Rob Schmidt and John Haley represented the Division of Banking and Securities. As discussed and agreed at the conference:

- (1) The parties will be working on a protective order. Once they have stipulated as to the confidentiality of the record and any related proceedings, the Division will promptly file and serve the record.
- (2) If the parties determine that mediation may be facilitative, Alternative Dispute Resolution may be requested by contacting the Office of Administrative Hearings (OAH) staff.
- (3) Otherwise, a continued case planning conference will be held at the mutually agreed upon date of **October 13, 2020, at 11:00 a.m. Alaska time**. The parties may be contacted from a blocked number at the time of the conference and will be called at their numbers of record unless updated information is provided to OAH. Parties should be prepared to discuss the posture of the case including, if implicated, possible mutually convenient hearing dates.

<sup>1</sup> When the original notices in these cases were distributed, a computer error led to an incomplete caption on those notices; the correct caption is set forth in this order.



**APP000078**

As always, either party may request a status conference sooner by contacting OAH staff.

DATED: September 1, 2020.

By: *Danika Swanson*  
Danika Swanson  
Administrative Law Judge

**Certificate of Service:** I certify that on September 2, 2020, a true and correct copy of this notice was distributed as follows: Robert Schmidt (by email); Mark Rasmussen (by email); John Haley (by email), Dep't of Law central email (by email).

By: *Stephanie Peterson*  
Office of Administrative Hearings



Department of State: Division of Corporations

[Allowable Characters](#)[HOME](#)

## Entity Details

## THIS IS NOT A STATEMENT OF GOOD STANDING

File Number: 7832381 Incorporation Date / 2/3/2020  
Formation Date: (mm/dd/yyyy)

Entity Name: TPH BOSS INC

Entity Kind: Corporation Entity Type: General

Residency: Domestic State: DELAWARE

REGISTERED AGENT INFORMATION

Name: AGENTS AND CORPORATIONS, INC.

Address: 1201 ORANGE ST STE 600 ONE COMMERCE CENTER

City: WILMINGTON County: New Castle

State: DE Postal Code: 19801

Phone: 302-575-0877

Additional Information is available for a fee. You can retrieve Status for a fee of \$10.00 or more detailed information including current franchise tax assessment, current filing history and more for a fee of \$20.00.

Would you like ☐ Status ☐ Status, Tax & History Information

For help on a particular field click on the Field Tag to take you to the help area.

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APP000080

**Kelly Crawford**

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**From:** graham@norrislawyer.com  
**Sent:** Monday, October 05, 2020 4:58 PM  
**To:** Peter Lewis  
**Cc:** Kelly Crawford  
**Subject:** CFTC, et al. v. TMTE, Inc., et al.; Case No. 3:20-cv-02910-L; Entity List

Peter:

It was a pleasure speaking with you today. As we discussed, pursuant to the terms of the Order, I am providing a list of entities that I know about and can provide information on. I'm happy to explain the services I've provided if need be. In most cases, I resign and appoint my client as the new director/manager, with instructions to hold the initial meetings and to document ownership. As a result, what I have is entities with a client contact, but that doesn't necessarily equate to ownership. (TMTE, Inc. is a special case, as I have been requested to assist in documenting ownership for that entity). With that said, here is what I can provide information on:

**Lucas Asher Entities**

TMTE, Inc. / Chase Metals, Inc. / Chase Metals, LLC / Access Unlimited, LLC  
Tower Holdings, Inc.  
Retirement Insider, LLC  
Best New, Inc.  
USA Marketing, Inc.  
Stuttgart Industrial, Inc. / Aqua Billboards, Inc.

**Simon Batashvili Entities**

Tower Estates Holdings, Inc.  
Tower Property One, LLC  
Tower Property Two, LLC  
Tower Estates, Inc.  
Newmont, Inc.

**Asher + Batashvili Entities**

Tower Equity, LLC  
Select Financial, Inc.  
Reagan Financial, Inc.  
Egon Pearson, LLC  
TX Admin, Inc.

I will start sending you what I have as quickly as possible, starting tomorrow.

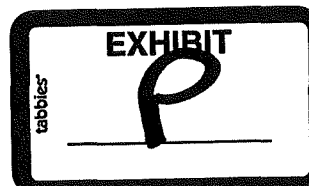
Graham H. Norris, Jr.



***Norris Law Group, P.C.***

1156 South State Street, Suite 204  
Orem, UT 84097

1712 Pioneer Avenue  
Cheyenne, WY 82001



Phone: 801-932-1238

Phone: 307-633-3545

Fax: 801-951-4915

Fax: 801-951-4915

[graham@norrislawyer.com](mailto:graham@norrislawyer.com)

[www.norrislawyer.com](http://www.norrislawyer.com)

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